

ଓଡ଼ିଶା ओड़िशा ODISHA

L 243628

This memorandum of Understanding (MoU) is made on this, the 25.01.2021 day of 2021

BETWEEN

Odisha State Open University, established by the Government of Odisha in 2015 located at G.M. University Campus, Budharaja, Sambalpur- 768004 through its Registrar, hereinafter referred to as "OSOU" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the first part;


AND

Uttarakhand Open University was established by an Act of Uttarakhand Legislative Assembly in 2005 (Act No. 23 of 2005) with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'independent learning herein referred to (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the Second part;

PREAMBLE:

WHEREAS both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

AND WHEREAS both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.


Registrar
Odisha State Open University
Sambalpur


Registrar
Uttarakhand Open University
Haldwani (Nainital)

AND THEREFORE, both the parties hereto, have decided for collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

1.0 Objective

The ultimate objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education in the States.

2.0 Scope of the MoU

- i. UOU and OSOU shall be free to use the SLM developed by each other which are available at the website or repository of OSOU and UOU under copyright/open license without any cost implication
- ii. The copyright of the SLM shall remain with the respective copyright holder and the other party shall duly acknowledge under the appropriate licensing systems.

3.0 Effective Date and Duration

- iii. The MoU shall take effect from the date of execution hereof and shall remain valid for three years .The MoU unless extended by mutual written agreement of the parties shall expire three years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days with prior written notice to the other party. Incase of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme.

4.0 Area of Collaboration

- i. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.
- ii. Sharing of best practices in the field of programme design, development and deliver.
- iii. Faculty and Student exchange programmes for sharing of experience
- iv. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- v. Jointly working in the fields of training, research and capacity building
- vi. Joint collaboration for promotion of OER and MOOCs,
- vii. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.

5.0 Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

6.0 Liability

The OSOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of UOU in connection with the services rendered under this MoU.

7.0 Force Majeure

Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion etc.

8.0 Dispute Redressal Mechanism: Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute through negotiation third party arbitration shall be adopted on mutually agreed terms and conditions.

9.0 Miscellaneous: As this venture is collaborative in nature, both the OSOU and UOU shall take all initiatives to discharge their respective obligations in order to achieve the objective of each of the identified programme in accordance with the spirit of the MoU.

10.0 Coordination and Review

OSOU and UOU shall hereby appoint Registrar, OSOU as Coordinator from OSOU side, Registrar, UOU, as Coordinator for UOU side act as "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directing the implementation of the MoU.

IN WITNESS WHEREOF, the parties have executed this agreement on the day, month and year hereinabove written.

Agreed upon and signed by

[Handwritten signature]

Registrar
Odisha State Open University
Sambalpur
Witness-1

(Atari Ratan Kumar)
COF

Witness-2 *Rasheer Das*
25/1/21

[Handwritten signature]
25/1/2021

Registrar
Uttarakhand Open University
Nainital
Uttarakhand Open University

Witness-1 *[Handwritten signature]*

Witness-2 *Raman*